

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SECURITIES AND EXCHANGE COMMISSION

Plaintiff(s),

17 Civ. 5821 (LGS)

-V-

ROBERT DONALD BRUCE GENOVESE,
B.G. CAPITAL GROUP, LTD., and
ABRAHAM “AVI” MIRMAN,

Defendant(s).

DECLARATION OF
WALTER J. MATHEWS
IN SUPPORT OF MOTION TO
WITHDRAW AS COUNSEL

I, Walter J. Mathews, hereby state as follows:

1. I am an attorney at law duly licensed and admitted to practice before the courts of the State of Florida and the Middle, Northern and Southern Districts of Florida, and have been admitted *pro hac vice* for purposes of this action in the Southern District of New York. I am a member of the law firm of Mathews Giberson LLP (“Mathews Giberson”), counsel of record for Defendants Robert Donald Bruce Genovese, and B.G. Capital Group, Ltd. in the above-captioned matter. I respectfully submit this declaration in support of the motion to be relieved as counsel of record for the Defendants.

2. During the course of its representation of Defendants, Mathews Giberson performed a substantial amount of work in connection with this action. On July 1, 2019, this Court entered an Order of Final Judgment as to Defendants Robert Donald Bruce Genovese, and B.G. Capital Group, Ltd. (Dkt. No. 123).

3. Defendants have failed to live up to their contractual obligations to pay Mathews Giberson's legal fees and expenses on a timely basis. Notwithstanding Defendants' agreement to pay invoices for Mathews Giberson's legal fees and repeated requests by Mathews Giberson for

payment, Defendants have left substantial sums unpaid and outstanding for legal services rendered in the above-captioned action.

4. As Defendants continued to fail to pay their legal fees, I went to significant lengths to negotiate with the Defendants for payment of the outstanding amounts, including communications, by telephone, in person, and through email.

5. In an attempt to resolve the outstanding legal fees with Defendants, Mathews Giberson agreed to be paid in full in January of 2020.

6. However, Defendants failed to honor this arrangement and failed to make any further payments of the significant fees outstanding.

7. As a result of Defendants' refusal to pay Mathews Giberson its legal fees in connection with the above-captioned matter, Mathews Giberson is unable to adequately represent the interests of Defendants.

8. Recent communications with the Defendants have made it clear that there has been a significant erosion of the attorney-client relationship.

9. Mathews Giberson and Defendants have divergent and irreconcilable views.

10. Mathews Giberson has advised Defendants of its intention to terminate its representation and withdraw as their counsel.

11. Mathews Giberson's withdrawal will not prejudice the Defendants in this litigation.

12. For these reasons, Mathews Giberson respectfully requests that the Court grant its motion to withdraw as counsel of record for Defendants.

13. Mathews Giberson would only retain a retaining lien if necessary. In any event, Mathews Giberson would fully assist new counsel in transitioning the representation.

14. Defendants have been provided a copy of this Declaration and accompanying Motion.

I declare under penalty of perjury that the foregoing is true and accurate and was executed on June 10, 2020, at Fort Lauderdale, Florida.

By: /s/Walter J. Mathews
Walter J. Mathews